

PX6

Yadoo Attachment D

Website Excerpts

# INNOVATION<sup>WHITE</sup>

1-877-698-3759

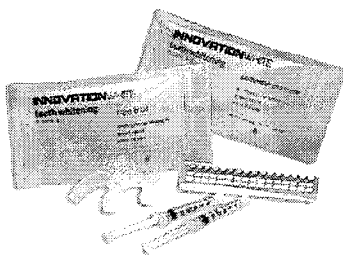
[CLICK HERE TO EASY CANCEL](#)

[HOME](#) [ABOUT](#) [PREVENTION](#) [FAQS](#) [PRODUCTS](#) [CART](#)

**To Place an Order or to Ask Questions:**

1-877-698-3759 | 24 Hours / 7 Days a Week

**TRY TODAY!**



## Shine Bright with Innovation White!

Have you ever wanted a white, attention-grabbing, perfect "Hollywood" smile? You're not alone. You are judged within the first 3 seconds of meeting someone new, what do you think they see first - your smile. Whiter teeth are sure to make you more attractive, which will do wonders for your dating, personal and professional life.

That's why we've created this comprehensive teeth whitening resource. We've broken down all the information we could find about teeth whitening and organized it here so that you can find what you need in just a few clicks. Take a look around to answer your important questions.

## INNOVATION WHITE REALLY WORKS!

[CLICK HERE](#) to send us your before and after photos or a testimonial for a chance to be featured on our site!

### Site

[About](#)  
[Prevention](#)  
[FAQs](#)  
[Terms and Conditions](#)  
[Privacy Policy](#)  
[Return Policy](#)  
[How It Works](#)

### Support

Have Questions? Feel free to contact Customer Service by calling 1-877-698-3759 24 hours, 7 days a week. Live Support 24/7.

### Notice

Innovation White is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order.

### Note

Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the Return Policy for other restrictions that may apply.

# INNOVATION<sup>WHITE</sup>

1-877-698-3759

[HOME](#) [ABOUT](#) [PREVENTION](#) [FAQS](#) [PRODUCTS](#) [CART](#)

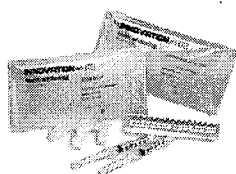
[CLICK HERE TO EASY CANCEL](#)



## Change your SMILE...Change your LIFE!

*"I'm absolutely thrilled I have found Innovation White! My teeth were very sensitive after trying (supermarket brands) and my teeth never got whiter. I now use Innovation White and have a bright, pain-free smile!"*  
- Tim M., Chicago, IL

- Simple in-home treatment
- Fresh Minty Taste
- Fast, safe ordering process
- 22% Carbamide Peroxide



### Innovation White VIP Club

Enroll in our InnovationWhite Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! Receive FREE SHIPPING the first month - and then shipping is only \$10.91 after that!

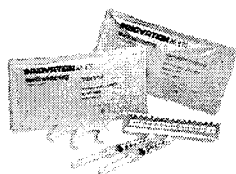
[Add to Cart](#)



### Innovation White Pen on the Go!

Great for touch ups or whitening on the go! Now only \$39.41 + shipping!

[Add to Cart](#)



### Innovation White 1 Month Supply

Everything you need to have professional quality, celebrity white teeth. Only \$129.99. FREE SHIPPING. Save 10% Off the Suggested Retail Price!

[Add to Cart](#)

#### Site

[About Prevention](#)  
[FAQs](#)  
[Terms and Conditions](#)  
[Privacy Policy](#)  
[Return Policy](#)  
[How It Works](#)

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Close Window

## Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 30 day trial of Innovation White™ Teeth Whitening Syringes.

We'll enter you into our Innovation White Club. With the Club you'll get a package of Innovation White Teeth Whitening Syringes so you can maintain your whiter teeth. (30) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-877-698-3759 or [www.InnovationWhite.com](http://www.InnovationWhite.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day Innovation White System. Plus, you'll also get a package of Innovation White Teeth Whitening Syringes about every 30 days. All this at the same monthly in-home price you paid for the original Innovation White System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "TAINNOV\*WTBRS8558015839".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-698-3759 or by visiting the Easy Cancel link on our website or via written correspondence to:

Innovation White  
7565 Commercial Way, Unit E  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Innovation White System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Innovation White customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Club, provided we notify you via email of a price change.

Innovation White often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Innovation White often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Innovation White).

If you have been selected by Innovation White to be a sponsored member, you will be notified via email by Innovation White and by Beautyis.com.

By participating in this risk free trial, you consent to Innovation White sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

## Innovation White®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-698-3759 or via written correspondence to:

Innovation White  
7565 Commercial Way, Unit E

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7565 Commercial Way, Unit E  
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Innovation White through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at [CustomerService@InnovationWhite.com](mailto:CustomerService@InnovationWhite.com). We will get back to you within one business day.

## **Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:**

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 30 day trial of Innovation White™ Teeth Whitening Syringes.

We'll also enter you into our Innovation White Club. With the Club you'll get a package of Innovation White Teeth Whitening Syringes so you can maintain your whiter teeth. (30) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-877-698-3759 or [www.InnovationWhite.com](http://www.InnovationWhite.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day Innovation White System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of Innovation White Teeth Whitening Syringes about every 30 days for the same monthly in-home price you paid for the original Innovation White System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "TAINNOV\*WTBRS8558015839".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-698-3759 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

Innovation White  
7565 Commercial Way, Unit E  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Innovation White System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of

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\$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Innovation White customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Club, provided we notify you via email of a price change.

Innovation White often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Innovation White often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Innovation White).

If you have been selected by Innovation White to be a sponsored member, you will be notified via email by Innovation White and by Beautyis.com.

By participating in this risk free trial, you consent to Innovation White sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

## **Innovation White®'s No-Hassle Product Return Policy**

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-698-3759 or via written correspondence to:

Innovation White  
7565 Commercial Way, Unit E  
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Innovation White through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at [CustomerService@InnovationWhite.com](mailto:CustomerService@InnovationWhite.com). We will get back to you within one business day.

## Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

### Terms of Using This Site

This web site is owned and operated by Innovation White and contains material which is derived in whole or in part by Innovation White and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Innovation White.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Indiana Law, and international treaties.

### Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2016, Innovation White. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with Innovation White, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site including reproduction for purposes other than noted above, modification, distribution, or replication without the prior written permission of Innovation White is strictly prohibited.

### Trademark

Innovation White web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of Innovation White. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

### Arbitration and Waiver of Class Action

If you purchase or participate in a trial for Innovation White in the United States (including its possessions and territories) or any other location, you and Innovation White agree that any dispute, claim or controversy arising out of or relating in any way to the Innovation White products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND INNOVATION WHITE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Innovation White membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Innovation White, by certified mail, a written Notice of your claim ("Notice"). The Notice to Innovation White must be addressed to: General Counsel, Innovation White, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If Innovation White initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Innovation White, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Innovation White and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Innovation White may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879 or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate

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... or by mailing to the Notice Address. You may download or copy a form from the AAA website at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Innovation White receives notice at the Notice Address that you have commenced arbitration, Innovation White will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless Innovation White and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Innovation White's last written settlement offer made before an arbitrator was selected (or if Innovation White did not make a settlement offer before an arbitrator was selected), then Innovation White will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

**YOU AND INNOVATION WHITE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Innovation White agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.**

## Disclaimer

INNOVATION WHITE IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. INNOVATION WHITE DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, INNOVATION WHITE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

## Warranties

Innovation White does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

## Limitation of Liability: Purchase and Use of Products

Innovation White shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. INNOVATION WHITE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Innovation White or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. **YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.**

## **Use of this Site**

Except as specifically stated on this site, neither Innovation White nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

## **SMS, Wireless and Other Mobile Offerings**

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

## **Other**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## **Contacting the Web Site**

If you have any questions about the practices of this site or your dealings with this Web site, you can contact [CustomerService@InnovationWhite.com](mailto:CustomerService@InnovationWhite.com) or call us Toll Free at 1-877-698-3759 or via written correspondence to

Innovation White  
7565 Commercial Way, Unit E  
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

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[Close Window](#)

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Website Excerpts

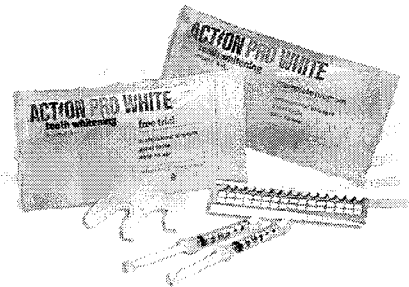




## Take Action with Action Pro White!

Whether you're thinking about whitening your teeth or you've already started the process, you've come to the right place. With so many teeth whitening products on store shelves and at dental offices, choosing the best teeth whitener can prove challenging.

That's why we've created this comprehensive teeth whitening resource. We've broken down all the information we could find about teeth whitening and organized it here so that you can find what you need in just a few clicks. Take a look around to answer your important questions.



**TRY TODAY!**

### Action Pro White REALLY WORKS!

**CLICK HERE** to send us your before and after photos or a testimonial for a chance to be featured on our site!

#### SITE

[About](#)  
[Prevention](#)  
[FAQs](#)  
[Terms and Conditions](#)  
[Privacy Policy](#)  
[Return Policy](#)  
[How It Works](#)

#### SUPPORT

Have Questions? Feel free to contact  
 Customer Service by calling 1-877-230-5694  
 24 hours, 7 days a week. Live Support 24/7.

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 Customer is responsible for shipping costs  
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 for other restrictions that may apply.



**ACTION PRO WHITE**  
1-877-230-5694  
(Available 24/7)

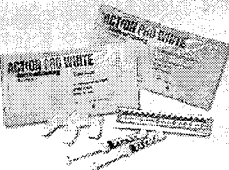
CLICK HERE TO EASY CANCEL

Home > About > Prevention > FAQs > Products > Cart



### Try Action Pro White TODAY!


- Whiten teeth in as little as a few treatments
- Maintain your results over time
- Provide a safe and effective treatment
- Easy to use in-home treatment



**Action Pro White One-Month Supply**

Dentist quality! Our one-month supply is perfect for touch-ups. Buy now for only \$129.99 + shipping.


ADD TO CART



**Pro White Club**

Enroll in our Pro White Club where you'll receive a 40% discount on our Retail Price each month. Now only \$78.41! Receive FREE SHIPPING the first month - and then shipping is only \$10.91 after that!

ADD TO CART



**White on the Go**

Great for touch ups or whitening on the go! Now only \$39.41 plus shipping

ADD TO CART

<b>SITE</b> About	<b>SUPPORT</b> Have Questions? Feel free to contact	<b>NOTICE</b> Action Pro White is not responsible for any	<b>NOTE</b> Customer may have to pay nominal
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Prevention  
FAQs  
Terms and Conditions  
Privacy Policy  
Return Policy  
How It Works

CUSTOMER SERVICE BY EMAILING 1-877-228-5888  
24 HOURS, 7 DAYS A WEEK LIVE SUPPORT 24/7

WARRANTY STATEMENTS, WARRANTIES, LIMITATION OF  
REPRESENTATIONS that may have been attached to  
direct you to them

RETURN POLICY AND PROCESSING AND/OR  
SHIPPING AND HANDLING FEES AT SIGN-OFF.  
Customer is responsible for shipping costs  
on all returns. Please view the Return Policy  
for other restrictions that may apply.



[Close Window](#)

## **Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:**

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Action Pro White™ Teeth Whitening Pens.

We'll enter you into our Action Pro White Pro White Club. With the Pro White Club you'll get a package of Action Pro White Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-877-230-5694 or [www.ActionProWhite.com](http://www.ActionProWhite.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day Action Pro White System. Plus, you'll also get a package of Action Pro White Teeth Whitening Pens about every 30 days. All this at the same monthly in-home price you paid for the original Action Pro White System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "Prowhite8772818914".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-230-5694 or by visiting the Easy Cancel link on our website or via written correspondence to:

Action Pro White  
7565 Commercial Way, Unit E  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Action Pro White System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Action Pro White customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Pro White Club, provided we notify you via email of a price change.

Action Pro White often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Action Pro White often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Action Pro White).

If you have been selected by Action Pro White to be a sponsored member, you will be notified via email by Action Pro White and by Beautyis.com.

By participating in this risk free trial, you consent to Action Pro White sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

## **Action Pro White®'s No-Hassle Product Return Policy**

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-230-5694 or via written correspondence to:

Action Pro White  
7565 Commercial Way, Unit E

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Attachment E-4

7565 Commercial Way, Unit E  
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Pro White Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Pro White Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Pro White Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Action Pro White through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at [CustomerService@ActionProWhite.com](mailto:CustomerService@ActionProWhite.com). We will get back to you within one business day.

## **Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:**

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Action Pro White™ Teeth Whitening Pens.

We'll also enter you into our Action Pro White Pro White Club. With the Pro White Club you'll get a package of Action Pro White Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-877-230-5694 or [www.ActionProWhite.com](http://www.ActionProWhite.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day Action Pro White System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of Action Pro White Teeth Whitening Pens about every 30 days for the same monthly in-home price you paid for the original Action Pro White System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "Prowhite8772818914".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-230-5694 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

Action Pro White  
7565 Commercial Way, Unit E  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Action Pro White System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of

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Attachment E-5

\$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

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Action Pro White  
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Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Pro White Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Pro White Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

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If you have any questions about our policy, please email us at [CustomerService@ActionProWhite.com](mailto:CustomerService@ActionProWhite.com). We will get back to you within one business day.



## Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

### Terms of Using This Site

This web site is owned and operated by Action Pro White and contains material which is derived in whole or in part by Action Pro White and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Action Pro White.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

### Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2016, Action Pro White. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with Action Pro White, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of Action Pro White is strictly prohibited.

### Trademark

Action Pro White web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of Action Pro White. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

### Arbitration and Waiver of Class Action

If you purchase or participate in a trial for Action Pro White in the United States (including its possessions and territories) or any other location, you and Action Pro White agree that any dispute, claim or controversy arising out of or relating in any way to the Action Pro White products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND ACTION PRO WHITE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Action Pro White membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Action Pro White, by certified mail, a written Notice of your claim ("Notice"). The Notice to Action Pro White must be addressed to: General Counsel, Action Pro White, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If Action Pro White initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Action Pro White, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Action Pro White and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Action Pro White may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879 or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate

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Attachment E-7

1. Once the notice is by mailing to the notice address, you may download or copy a form notice and a form to amend arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Action Pro White receives notice at the Notice Address that you have commenced arbitration, Action Pro White will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless Action Pro White and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Action Pro White's last written settlement offer made before an arbitrator was selected (or if Action Pro White did not make a settlement offer before an arbitrator was selected), then Action Pro White will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

**YOU AND ACTION PRO WHITE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Action Pro White agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.**

## Disclaimer

ACTION PRO WHITE IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. ACTION PRO WHITE DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, ACTION PRO WHITE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

## Warranties

Action Pro White does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

## Limitation of Liability: Purchase and Use of Products

Action Pro White shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. ACTION PRO WHITE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Action Pro White or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. **YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.**

## **Use of this Site**

Except as specifically stated on this site, neither Action Pro White nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

## **SMS, Wireless and Other Mobile Offerings**

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

## **Other**

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## **Contacting the Web Site**

If you have any questions about the practices of this site or your dealings with this Web site, you can contact [CustomerService@ActionProWhite.com](mailto:CustomerService@ActionProWhite.com) or call us Toll Free at 1-877-230-5694 or via written correspondence to

Action Pro White  
7565 Commercial Way, Unit E  
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

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[Close Window](#)

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Website Excerpts



Smile Pro Direct

More protection. The most... Mozilla Firefox Start Page

https://www.smileprodirect.com

Search

For Support Please Call  
**1-866-221-1656**  
Available 24/7


**Smile Pro Direct**

Home About Prevention Success Stories FAQs Shop

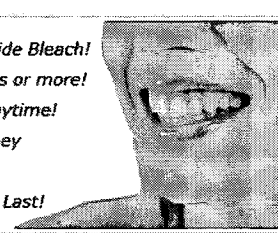
**Click Here to EASY CANCEL**

**Dentist Grade Whitening**  
*Shipped Directly to Your Home*

Smile Pro Direct contains 22% carbamide peroxide, the same concentration used by dentists worldwide. So if you want dentist-office-quality results when you whiten your teeth, try Smile Pro Direct - the same formula used by dentists - for less.



- Highest Quality 22% Peroxide Bleach!
- Whitening of up to 7 Shades or more!
- Easy At-Home Kit to use anytime!
- No Dentist Visit - save money
- Pain Free Guarantee
- ACT NOW!!! While supplies Last!



**Trusted by Dentists. Proven Ingredients. "Pain Free" Guarantee.**

**GET WHITER TEETH TODAY!**

**Smile Pro Direct REALLY WORKS!**

CLICK HERE to send us your before and after photos or a testimonial for a chance to be featured on our site!

**Site** [About](#) [Prevention](#) [FAQs](#) [Terms and Conditions](#) [Privacy Policy](#) [Return Policy](#) [How It Works](#)

**Support** Have Questions? Feel free to contact Customer Service by calling 1-866-221-1656 24 hours, 7 days a week. Live Support 24/7.

**Notice** Smile Pro Direct is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order.

**Note** Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return Policy](#) for other restrictions that may apply.

Firefox automatically sends some data to Mozilla so that we can improve your experience.

Choose What I Share

# Smile Pro Direct™

For Support Please Call  
**1-866-221-1656**  
Available 24/7

[Home](#) [About](#) [Prevention](#) [Success Stories](#) [FAQs](#) [Shop](#)

[Click Here to  
EASY CANCEL](#)

## Change your SMILE...Change your LIFE!

"I'm absolutely thrilled I have found Smile Pro Direct! My teeth were very sensitive after trying (supermarket brands) and my teeth never got whiter. I now use Smile Pro Direct and have a bright, pain-free smile!"

- Tim M., Chicago, IL

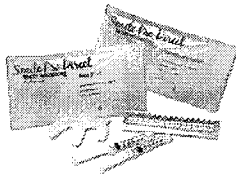
- Simple in-home treatment
- Fresh Minty Taste
- Fast, safe ordering process
- 22% Carbamide Peroxide



### SmileProDirect One Month Supply

Professional Quality. It's all you need for a bright, white, smile! Buy now for only \$129.99 plus shipping.

[Add to Cart](#)



### Smile Pro Teeth Club. SPECIAL PRICING!

Enroll in our Smile Pro Teeth Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! Receive FREE SHIPPING the first month - and then shipping is only \$10.91 after that!

[Add to Cart](#)



### Smile Pro Pen on the Go!

Great for touch ups or whitening on the go! Now only \$39.41 + shipping!

[Add to Cart](#)

**Site** [About](#) [Prevention](#) [FAQs](#) [Terms and Conditions](#) [Privacy Policy](#) [Return Policy](#) [How It Works](#)

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Close Window

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You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Smile Pro Direct™ Teeth Whitening Syringes.

We'll enter you into our Smile Pro Direct Constant Dazzler Club. With the Constant Dazzler Club you'll get a package of Smile Pro Direct Teeth Whitening Syringes so you can maintain your whiter teeth. (8) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-866-221-1656 or [www.SmileProDirect.com](http://www.SmileProDirect.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day Smile Pro Direct System. Plus, you'll also get a package of Smile Pro Direct Teeth Whitening Syringes about every 30 days. All this at the same monthly in-home price you paid for the original Smile Pro Direct System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "dgsmile\*pro8886369046".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-866-221-1656 or by visiting the Easy Cancel link on our website or via written correspondence to:

Smile Pro Direct  
7565 Commercial Way, Unit E  
Henderson, NV 89011

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Smile Pro Direct

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SMILE PRO DIRECT

7565 Commercial Way, Unit E  
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Constant Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

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All charges associated with this transaction will appear on your bill under the name: "dgsmile\*pro8886369046".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-866-221-1656 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

Smile Pro Direct  
7565 Commercial Way, Unit E  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Smile Pro Direct System in order to ensure you will not be billed (please see our no-hassle product

Yadoo  
Attachment F-4



return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Smile Pro Direct customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Constant Dazzler Club, provided we notify you via email of a price change.

Smile Pro Direct often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Smile Pro Direct often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Smile Pro Direct).

If you have been selected by Smile Pro Direct to be a sponsored member, you will be notified via email by Smile Pro Direct and by Beautyis.com.

By participating in this risk free trial, you consent to Smile Pro Direct sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

## **Smile Pro Direct®'s No-Hassle Product Return Policy**

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-866-221-1656 or via written correspondence to:

Smile Pro Direct  
7565 Commercial Way, Unit E  
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Constant Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Constant Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Constant Dazzler Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Smile Pro Direct through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

result in disqualification for your next year.

If you have any questions about our policy, please email us at [CustomerService@SmileProDirect.com](mailto:CustomerService@SmileProDirect.com). We will get back to you within one business day.

## Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

### Terms of Using This Site

This web site is owned and operated by Smile Pro Direct and contains material which is derived in whole or in part by Smile Pro Direct and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Smile Pro Direct.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

### Copyright

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### Trademark

Smile Pro Direct web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of Smile Pro Direct. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

### Arbitration and Waiver of Class Action

If you purchase or participate in a trial for Smile Pro Direct in the United States (including its possessions and territories) or any other location, you and Smile Pro Direct agree that any dispute, claim or controversy arising out of or relating in any way to the Smile Pro Direct products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND SMILE PRO DIRECT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Smile Pro Direct membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Smile Pro Direct, by certified mail, a written Notice of your claim ("Notice"). The Notice to Smile Pro Direct must be addressed to: General Counsel, Smile Pro Direct, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If Smile Pro Direct initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Smile Pro Direct, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Smile Pro Direct and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Smile Pro Direct may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Disputes of the American Arbitration Association ("AAA").

The arbitration will be governed by the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Smile Pro Direct receives notice at the Notice Address that you have commenced arbitration, Smile Pro Direct will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless Smile Pro Direct and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Smile Pro Direct's last written settlement offer made before an arbitrator was selected (or if Smile Pro Direct did not make a settlement offer before an arbitrator was selected), then Smile Pro Direct will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

**YOU AND SMILE PRO DIRECT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Smile Pro Direct agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.**

## Disclaimer

SMILE PRO DIRECT IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. SMILE PRO DIRECT DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SMILE PRO DIRECT DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

## Warranties

Smile Pro Direct does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

## Limitation of Liability: Purchase and Use of Products

Smile Pro Direct shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. SMILE PRO DIRECT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Smile Pro Direct or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

## Use of this Site

Except as specifically stated on this site, neither Smile Pro Direct nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

## SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

## Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact [CustomerService@SmileProDirect.com](mailto:CustomerService@SmileProDirect.com) or call us Toll Free at 1-866-221-1656 or via written correspondence to

Smile Pro Direct  
7565 Commercial Way, Unit E  
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

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[Close Window](#)




PX6

Yadoo Attachment G

Website Excerpts


Spark Whitening
Secure https://www.sparkwhitening.com

**spark**  
WHITENING
HOME ABOUT PREVENTION FAQs PRODUCTS CART
1-866-711-2831  
(Available 24/7)



**Get Sparkling White Teeth with Spark Whitening!**

**CLICK HERE TO EASY CANCEL**



**TRY TODAY!**

## Trusted by Dentists & Proven Ingredients

Whether you're thinking about whitening your teeth or you've already started the process, you've come to the right place. With so many teeth whitening products on store shelves and at dental offices, choosing the best teeth whitener can prove challenging.

That's why we've created this comprehensive teeth whitening resource. We've broken down all the information we could find about teeth whitening and organized it here so that you can find what you need in just a few clicks. Take a look around to answer your important questions.

## History

With over 30 years of experience, our scientific researchers have gained a reputation as the worldwide leader in providing effective teeth whitening products. Made in the USA in the same facility as the dentist office systems, we guarantee only 100% pure, safe ingredients are used. Unlike other whitening products, we produce only a limited quantity of treatments each month to ensure we provide you with the highest quality products.

## Research

We want you to be 100% satisfied with your product and are confident you will be. The more knowledge you have, the better you will feel with the decision you make. That is why we have spent countless hours with our scientists finding the latest research on teeth whitening methods.

## Spark Whitening REALLY WORKS!

**CLICK HERE** to send us your before and after photos or a testimonial for a chance to be featured on our site!

### SITE

- About
- Prevention
- FAQs
- Terms and Conditions
- Privacy Policy
- Return Policy
- How It Works

### SUPPORT

Have Questions? Feel free to contact Customer Service by calling 1-866-711-2831 24 hours, 7 days a week. Live Support 24/7.

### NOTICE

Spark Whitening is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order.

### NOTE

Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the **Return Policy** for other restrictions that may apply.

Spark Whitening

Secure https://www.sparkwhitening.com/main/productgroup

spark

WHITENING

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[FAQS](#)
[PRODUCTS](#)
[CART](#)

**1-866-711-2831**  
 (Available 24/7)

Get Sparkling White Teeth with Spark Whitening!

CLICK HERE TO EASY CANCEL

**TRY TODAY!**

**Try Spark Whitening TODAY!**

- Whiten teeth in as little as a few treatments
- Maintain your results over time
- Provide a safe and effective treatment
- Easy to use in-home treatment

**Spark Whitening Pen on the Go!**  
 Great for touch ups or whitening on the go! Now only \$39.41 + \$3.87 shipping!  
[ADD TO CART](#)

**Spark Whitening One Month Supply**  
 Professional Quality. It's all you need for a bright, white, smile! Buy now for only \$129.99 plus shipping.  
[ADD TO CART](#)

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[FAQs](#)  
[Terms and Conditions](#)  
[Privacy Policy](#)  
[Return Policy](#)  
[How It Works](#)

**SUPPORT**  
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Spark Whitening - How the Offer Works - Google Chrome

Secure | https://www.sparkwhitening.com/pop/howItWorks

[Close Window](#)

## Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Spark Whitening™ Teeth Whitening Syringes.

We'll enter you into our Spark Whitening Constant Dazzler Club. With the Constant Dazzler Club you'll get a package of Spark Whitening Teeth Whitening Syringes so you can maintain your whiter teeth. (8) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-866-711-2831 or [www.SparkWhitening.com](http://www.SparkWhitening.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day Spark Whitening System. Plus, you'll also get a package of Spark Whitening Teeth Whitening Syringes about every 30 days. All this at the same monthly in-home price you paid for the original Spark Whitening System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "Spark Whitening".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-866-711-2831 or by visiting the Easy Cancel link on our website or via written correspondence to:

Spark Whitening  
7350 Eastgate Rd Suite 140  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Spark Whitening System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Spark Whitening customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Constant Dazzler Club, provided we notify you via email of a price change.

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If you have been selected by Spark Whitening to be a sponsored member, you will be notified via email by Spark Whitening and by Beautyis.com.

By participating in this risk free trial, you consent to Spark Whitening sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

## Spark Whitening®'s No-Hassle Product Return Policy

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Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Constant Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good marketable

Yadoo  
Attachment G-3



condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Constant Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Constant Dazzler Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Spark Whitening through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at [CustomerService@SparkWhitening.com](mailto:CustomerService@SparkWhitening.com). We will get back to you within one business day.

## **Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:**

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We'll also enter you into our Spark Whitening Constant Dazzler Club. With the Constant Dazzler Club you'll get a package of Spark Whitening Teeth Whitening Syringes so you can maintain your whiter teeth. (8) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-866-711-2831 or [www.SparkWhitening.com](http://www.SparkWhitening.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day Spark Whitening System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of Spark Whitening Teeth Whitening Syringes about every 30 days for the same monthly in-home price you paid for the original Spark Whitening System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "Spark Whitening".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-866-711-2831 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

Spark Whitening  
7350 Eastgate Rd Suite 140  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Spark Whitening System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

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If you have been selected by Spark Whitening to be a sponsored member, you will be notified via email by Spark Whitening and by Beautyis.com.

By participating in this risk free trial, you consent to Spark Whitening sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

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Spark Whitening  
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We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Constant Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Constant Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. **You must take affirmative action to avoid further billing.** As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

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Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Spark Whitening through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at [CustomerService@SparkWhitening.com](mailto:CustomerService@SparkWhitening.com). We will get back to you within one business day.

## Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

### Terms of Using This Site

This web site is owned and operated by Spark Whitening and contains material which is derived in whole or in part by Spark Whitening and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Spark Whitening.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

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## Arbitration and Waiver of Class Action

If you purchase or participate in a trial for Spark Whitening in the United States (including its possessions and territories) or any other location, you and Spark Whitening agree that any dispute, claim or controversy arising out of or relating in any way to the Spark Whitening products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND SPARK WHITENING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Spark Whitening membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Spark Whitening, by certified mail, a written Notice of your claim ("Notice"). The Notice to Spark Whitening must be addressed to: General Counsel, Spark Whitening, LLC., 7350 Eastgate Rd Suite 140, Henderson, NV 89011 ("Notice Address"). If Spark Whitening initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Spark Whitening, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Spark Whitening and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Spark Whitening may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Spark Whitening receives notice at the Notice Address that you have commenced arbitration, Spark Whitening will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

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## Limitation of Liability: Purchase and Use of Products

Spark Whitening shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. SPARK WHITENING MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Spark Whitening or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

## Use of this Site

Except as specifically stated on this site, neither Spark Whitening nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

## SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

## Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact [CustomerService@SparkWhitening.com](mailto:CustomerService@SparkWhitening.com), or call us Toll Free at 1-866-711-2831 or via written correspondence to

Spark Whitening  
7350 Eastgate Rd Suite 140  
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.





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Yadoo Attachment H

Website Excerpts

# TITAN<sup>TM</sup>

## WHITE

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**1-888-895-5932**

Available 24/7

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[FAQS](#)

[PRODUCTS](#)

### Shine Bright with TitanWhite!

Have you ever wanted a white, attention-grabbing, perfect "Hollywood" smile? You're not alone. You are judged within the first 3 seconds of meeting someone new, what do you think they see first - your smile. Whiter teeth are sure to make you more attractive, which will do wonders for your dating, personal and professional life.

That's why we've created this comprehensive teeth whitening resource. We've broken down all the information we could find about teeth whitening and organized it here so that you can find what you need in just a few clicks. Take a look around to answer your important questions.



**TRY TODAY!**

### TitanWhite REALLY WORKS!

[CLICK HERE](#) to send us your before and after photos or a testimonial for a chance to be featured on our site!

#### Site

[About](#)  
[Prevention](#)  
[FAQs](#)  
[Terms and Conditions](#)  
[Privacy Policy](#)  
[Return Policy](#)  
[How It Works](#)

#### Support

Have Questions? Feel free to contact  
 Customer Service by calling  
 1-888-895-5932 24 hours, 7 days a week.  
 Live Support 24/7.

#### Notice

TitanWhite is not responsible for any  
 third-party offers, incentives, fulfillment or  
 representations that may have been used to  
 direct you to order.

#### Note

Customer may have to pay nominal  
 non-refundable trial, processing and/or  
 shipping and handling fees at sign-up.  
 Customer is responsible for shipping costs  
 on all returns. Please view the Return  
 Policy for other restrictions that may apply.

# TITAN<sup>TM</sup>

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PREVENTION

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FAQS

PRODUCTS

### Change Your Smile...Change Your Life!

- Simple In-Home Treatment
- Fresh Minty Taste
- Fast, Safe Ordering Process
- 22% Carbamide Peroxide

*"I'm absolutely thrilled I have found TitanWhite! My teeth were very sensitive after trying (supermarket brands) and my teeth never got whiter. I now use TitanWhite and have a bright, pain-free smile!"*

*- Tim M., Chicago, IL*

#### Titan Whitening Pen on the Go!



Great for touch ups or whitening on the go! Now only \$39.41 + shipping!

ADD TO CART

#### Site

About  
Prevention  
FAQs  
Terms and Conditions  
Privacy Policy  
Return Policy  
How It Works

#### Support

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Customer is responsible for shipping costs  
on all returns. Please view the Return  
Policy for other restrictions that may apply.



Close Window

## Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of TitanWhite™ Teeth Whitening Syringes.

We'll enter you into our TitanWhite Constant Dazzler Club. With the Constant Dazzler Club you'll get a package of TitanWhite Teeth Whitening Syringes so you can maintain your whiter teeth. (8) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-888-895-5932 or [www.TitanWhite.com](http://www.TitanWhite.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day TitanWhite System. Plus, you'll also get a package of TitanWhite Teeth Whitening Syringes about every 30 days. All this at the same monthly in-home price you paid for the original TitanWhite System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "TITANWH\*TE8888192041".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-888-895-5932 or by visiting the Easy Cancel link on our website or via written correspondence to:

TitanWhite  
7565 Commercial Way, Unit E  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the TitanWhite System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day TitanWhite customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Constant Dazzler Club, provided we notify you via email of a price change.

TitanWhite often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but TitanWhite often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by TitanWhite).

If you have been selected by TitanWhite to be a sponsored member, you will be notified via email by TitanWhite and by Beautyis.com.

By participating in this risk free trial, you consent to TitanWhite sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

## TitanWhite®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-888-895-5932 or via written correspondence to:

TitanWhite  
7565 Commercial Way, Unit E

Yadoo  
Attachment H-3

7565 Commercial Way, Unit E  
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Constant Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Constant Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Constant Dazzler Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing TitanWhite through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at [CustomerService@TitanWhite.com](mailto:CustomerService@TitanWhite.com). We will get back to you within one business day.

## **Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:**

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of TitanWhite™ Teeth Whitening Syringes.

We'll also enter you into our TitanWhite Constant Dazzler Club. With the Constant Dazzler Club you'll get a package of TitanWhite Teeth Whitening Syringes so you can maintain your whiter teeth. (8) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-888-895-5932 or [www.TitanWhite.com](http://www.TitanWhite.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day TitanWhite System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of TitanWhite Teeth Whitening Syringes about every 30 days for the same monthly in-home price you paid for the original TitanWhite System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "TITANWH\*TE8888192041".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-888-895-5932 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

TitanWhite  
7565 Commercial Way, Unit E  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the TitanWhite System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be

Yadoo  
Attachment H-4

reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

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### Terms of Using This Site

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By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

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TitanWhite shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. TITANWHITE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by TitanWhite or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. **YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.**

## **Use of this Site**

Except as specifically stated on this site, neither TitanWhite nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

## **SMS, Wireless and Other Mobile Offerings**

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

## **Other**

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## **Contacting the Web Site**

If you have any questions about the practices of this site or your dealings with this Web site, you can contact [CustomerService@TitanWhite.com](mailto:CustomerService@TitanWhite.com), or call us Toll Free at 1-888-895-5932 or via written correspondence to

TitanWhite  
7565 Commercial Way, Unit E  
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

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[Close Window](#)

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Yadoo Attachment I

Website Excerpts

[CLICK HERE TO EASY CANCEL](#)

1-877-808-6170

Available 24/7

[Home](#) [About](#) [Prevention](#)

**Smile Vitalize**

[FAQs](#) [Products](#) [Cart](#)



To Place an Order or to Ask Questions: **1-877-808-6170**  
24 Hours / 7 Days a Week

Whether you're thinking about whitening your teeth or you've already started the process, you've come to the right place. With so many teeth whitening products on store shelves and at dental offices, choosing the best teeth whitener can prove challenging.

That's why we've created this comprehensive teeth whitening resource. We've broken down all the information we could find about teeth whitening and organized it here so that you can find what you need in just a few clicks. Take a look around to answer your important questions.

### SMILE VITALIZE REALLY WORKS!

[CLICK HERE](#) to send us your before and after photos or a testimonial for a chance to be featured on our site!



#### SITE

[About](#)  
[Prevention](#)  
[FAQs](#)  
[Terms and Conditions](#)  
[Privacy Policy](#)  
[Return Policy](#)

#### SUPPORT

Have Questions? Feel free to contact  
Customer Service by calling 1-877-808-6170  
24 hours / 7 days a week. Live Support 24/7

#### NOTICE

Smile Vitalize is not responsible for any  
third-party offers, discounts, promotions or  
representations that may have been used to  
direct you to order.

#### NOTE

Customer may have to pay nominal  
non-refundable trial, processing and/or  
shipping and handling fees or charges.  
Customer is responsible for shipping costs  
on all returns. Please see the Return Policy  
for other restrictions that may apply.



CLICK HERE TO EASY CANCEL

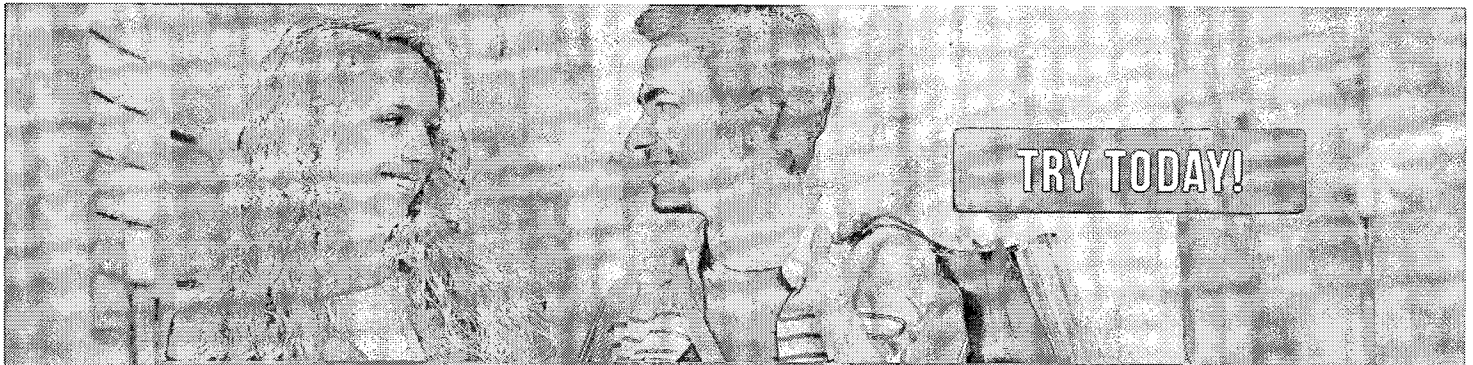
1-877-808-6170

Available 24/7

Home About Prevention

# Smile Vitalize

FAQs Products Cart



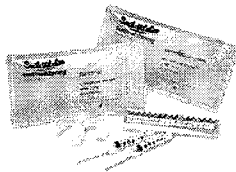
**CHANGE YOUR SMILE...CHANGE YOUR LIFE!**



- Simple in-home treatment
- Fresh Minty Taste
- Fast, safe ordering process
- 22% Carbamide Peroxide

*"I'm absolutely thrilled I have found Smile Vitalize! My teeth were very sensitive after trying (supermarket brands) and my teeth never got whiter. I now use Smile Vitalize and have a bright, pain-free smile!"*

- Tim M., Chicago, IL



### Smile Vitalize 1 Month Supply

Everything you need to have professional quality, celebrity white teeth. Only \$129.99. FREE SHIPPING Save 10% Off the Suggested Retail Price!

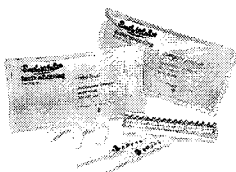
ADD TO CART



### Smile Vitalize Whitening Pen on the Go!

Great for touch ups or whitening on the go! Now only \$39.41 + \$3.67 for shipping!

ADD TO CART



### Smile Vitalize VIP Club

Enroll in our Smile Vitalize Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! Receive FREE SHIPPING the first month - and then shipping is only \$10.91 after that!

ADD TO CART

SITE	SUPPORT	NOTICE	NOTE
<a href="#">About</a> <a href="#">Privacy Policy</a> <a href="#">FAQs</a> <a href="#">Terms and Conditions</a> <a href="#">Privacy Policy</a> <a href="#">Return Policy</a>	Have Questions? Feel free to contact Customer Service by calling 1-877-208-1171 24 hours, 7 days a week. Live Support 24/7	Sivale Media is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used in directed to order.	Customer may have to pay normal non-refundable final processing and/or shipping and handling fees as applicable. Customer is responsible for shipping costs on all returns. Please view the Return Policy for other restrictions that may apply.

[Close Window](#)

## Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Smile Vitalize™ Teeth Whitening Syringes.

We'll also enter you into our Smile Vitalize Club. With the Club you'll get a package of Smile Vitalize Teeth Whitening Syringes so you can maintain your whiter teeth. (8) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-877-808-6170 or [www.SmileVitalize.com](http://www.SmileVitalize.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day Smile Vitalize System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of Smile Vitalize Teeth Whitening Syringes about every 30 days for the same monthly in-home price you paid for the original Smile Vitalize System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "SMILEVI\*ZE8778729911".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-808-6170 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

Smile Vitalize  
7350 Eastgate Rd Suite 140  
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Smile Vitalize System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Smile Vitalize customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Club, provided we notify you via email of a price change.

Smile Vitalize often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Smile Vitalize often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Smile Vitalize).

If you have been selected by Smile Vitalize to be a sponsored member, you will be notified via email by Smile Vitalize and by Beautyis.com.

By participating in this risk free trial, you consent to Smile Vitalize sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

## Smile Vitalize®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-808-6170 or via written correspondence to:

Smile Vitalize

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Attachment I-4

SMILE VITALIZE

7350 Eastgate Rd Suite 140  
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Smile Vitalize through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at [CustomerService@SmileVitalize.com](mailto:CustomerService@SmileVitalize.com). We will get back to you within one business day.

## Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

### Terms of Using This Site

This web site is owned and operated by Smile Vitalize and contains material which is derived in whole or in part by Smile Vitalize and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Smile Vitalize.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Indiana Law, and international treaties.

### Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2017, Smile Vitalize. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with Smile Vitalize, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of Smile Vitalize is strictly prohibited.

### Trademark

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Smile Vitalize, its logo, and all page headers, footers, graphics and other items are the trademarks, service marks, and trade dress of Smile Vitalize. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

## Arbitration and Waiver of Class Action

If you purchase or participate in a trial for Smile Vitalize in the United States (including its possessions and territories) or any other location, you and Smile Vitalize agree that any dispute, claim or controversy arising out of or relating in any way to the Smile Vitalize products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND SMILE VITALIZE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Smile Vitalize membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Smile Vitalize, by certified mail, a written Notice of your claim ("Notice"). The Notice to Smile Vitalize must be addressed to: General Counsel, Smile Vitalize, LLC., 7350 Eastgate Rd Suite 140, Henderson, NV 89011 ("Notice Address"). If Smile Vitalize initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Smile Vitalize, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Smile Vitalize and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Smile Vitalize may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Smile Vitalize receives notice at the Notice Address that you have commenced arbitration, Smile Vitalize will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless Smile Vitalize and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Smile Vitalize's last written settlement offer made before an arbitrator was selected (or if Smile Vitalize did not make a settlement offer before an arbitrator was selected), then Smile Vitalize will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

**YOU AND SMILE VITALIZE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Smile Vitalize agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE**

**ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. LIMITS PROHIBITED BY THE AAA**

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**ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE LAW RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.**

## **Disclaimer**

SMILE VITALIZE IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. SMILE VITALIZE DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SMILE VITALIZE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

## **Warranties**

Smile Vitalize does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

## **Limitation of Liability: Purchase and Use of Products**

Smile Vitalize shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. SMILE VITALIZE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **Warning**

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Smile Vitalize or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

## **Use of this Site**

Except as specifically stated on this site, neither Smile Vitalize nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

## **SMS, Wireless and Other Mobile Offerings**

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

## **Other**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that

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Attachment I-7

provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact [CustomerService@SmileVitalize.com](mailto:CustomerService@SmileVitalize.com) or call us Toll Free at 1-877-808-6170 or via written correspondence to

Smile Vitalize  
7350 Eastgate Rd Suite 140  
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

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Website Excerpts



## FIRST CLASS WHITENING GLOBAL

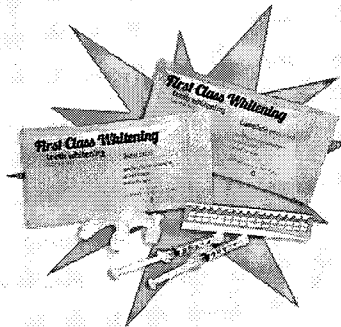
EASY CANCEL

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### Get First Class White Teeth

- 22% Carbamide Peroxide
- Customizable Mouth Trays
- Fresh, Minty Taste



### First Class Whitening

No one likes having yellow teeth. It's embarrassing, and depending upon how frequently you drink coffee or wine, or smoke or eat candy - your teeth can reflect ALL of your bad habits.

We created First Class Whitening to help people just like you transform your smile into something you can be proud of. Since many teeth whitening formulas out there promise the world but don't deliver, we consulted with the best and came up with the EXACT FORMULA USED BY DENTISTS. But the good news is, you don't have to spend the same hundreds of dollars you would with your dentist.

Have Questions? Feel free to contact Customer Service by calling US 1-800-832-3904 / UK 4470 12 12742 24 hours, 7 days a week. Live Support 1st Sat 7am-7pm.

Note: Customer may have to pay normal non-refundable retail processing and/or shipping and handling fees at checkout. Customer is responsible for shipping costs on all orders. Please view our Return Policy for other restrictions that may apply. [Privacy Policy](#)

Notice: Absolutely Working, LLC (an authorized reseller of First Class Whitening) is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to create your order.

Please read the [Terms & Conditions of Use](#) on this Site. [Terms of the Offer](#)

Absolutely Working, LLC  
1911 E Sahara Avenue Suite 1505  
Las Vegas NV 89104



# FIRST CLASS WHITENING GLOBAL

[HOME](#) | [ABOUT](#) | [CONTACT](#) | [FAQS](#) | [SHOP ONLINE](#) ♦ US 1-800-392-3911 / UK 447012962742

## PRODUCTS



### First Class Club SPECIAL PRICING!

Add to Cart

Enroll in our First Class Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! You simply invest \$1.03 today for processing your order (plus \$3.87 for shipping and handling) to evaluate this great teeth whitening product for yourself. Your credit card will be charged the selected S&P charge above. If First Class Whitening is not right for you, call US 1-800-392-3911 / UK 447012962742 within 10 days from your order date to cancel your trial and you owe nothing more. Shipping charges are the responsibility of the customer. By participating in the Trial, you will be responsible for taking affirmative action during the Trial period to avoid further charges outlined in [How the Offer Works](#). You will continue to be charged every 30 days at the full price plus shipping of \$10.91 until you cancel. By placing an order, you are agreeing to the terms and conditions in [How the Offer Works](#). You may call US 1-800-392-3911 / UK 447012962742 anytime to contact customer service regarding your shipment.



### One-Month Supply

**Save 28% Off the Suggested Retail Price!**

This Starter Kit comes complete with a one-month supply  
Buy now for only \$129.99.

Add to Cart

Have Questions? Feel free to contact Customer Service by calling US 1-800-392-3911 / UK 447012962742 24 hours, 7 days a week. Live Support! 11am-7pm

Note: Customer may have to pay non-refundable trial processing and/or shipping and handling fees at some point. Customer is responsible for shipping costs on all returns. Please view the [Return Policy](#) for other restrictions that may apply. [Privacy Policy](#)

Notice: Absolutely Working, LLC, an authorized reseller of First Class Whitening is not responsible for any litigation, claims, lawsuits, judgment or representations that may have been used to effect you to order.

Please read the [Terms & Conditions of Using this Site](#) [Terms of the Offer](#)

Absolutely Working, LLC  
1810 E Sahara Avenue Suite 1425  
Las Vegas NV 89119

Close Window

### **Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:**

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the \$1.03 processing charge (International orders must add \$5.66) and \$3.87 shipping charge, you will receive a one week trial of First Class Whitening™.

Unless you opt for the one-time purchase of a monthly supply for \$129.99, we'll enter you into our First Class Club, which you will receive within 1-3 business days after placing your order. With the Home Beauty Club, you will receive a Monthly Maintenance professional-level dental syringe of First Class Whitening whitening solution to maintain your brand new, brilliant white smile. 10 days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at US 1-800-392-3911 / UK 447012962742 or [www.FirstClassWhiteningGlobal.com](http://www.FirstClassWhiteningGlobal.com)), we'll conveniently bill your credit card \$94.31 for the full 30 day tooth whitening First Class Club. Plus, you'll also get two (2) more syringes of professional-level dental syringe of First Class Whitening whitening solution about every 30 days to share with Friends and Family to put them on a path to a brilliant, healthy, white smile. All this at the same monthly in-home price you paid for the original full tooth whitening First Class Club plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "FIRSTCLASSWHITENINGGLOBAL".

You'll discover that the First Class Whitening solution will quickly and safely start whitening your teeth to the brightness you desire and you'll enjoy smiling again!

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at Absolutely Working, LLC (an authorized reseller of First Class Whitening) or by visiting the Easy Cancel link on our website or via written correspondence to Absolutely Working, LLC (an authorized reseller of First Class Whitening) 7350 Eastgate Rd Suite 140 Henderson, NV 89011. If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of First Class Whitening in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment.

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions, you are providing an electronic authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day thousands of Absolutely Working, LLC (an authorized reseller of First Class Whitening) customers use our product, and quickly attain that clean, attractive, bright smile they deserve.

It's quick, easy and SAFE to order. Just fill out the online Order Form and your First Class Whitening solution will be on the way.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the First Class Club program, provided we notify you via email of a price change.

### **Absolutely Working, LLC (an authorized reseller of First Class Whitening)'s No-Hassle Product Return Policy**

You can cancel in these easy ways: go to [www.FirstClassWhiteningGlobal.com](http://www.FirstClassWhiteningGlobal.com) and click on the Easy Cancel Button at the top of the page or call our customer service center at US 1-800-392-3911 / UK 447012962742 or via written correspondence to Absolutely Working, LLC (an authorized reseller of First Class Whitening) 7350 Eastgate Rd Suite 140 Henderson, NV 89011. Our Customer Service Team is available 24 hours, 7 days a week.

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of First Class Whitening System in order to ensure you will not be billed for First Class Whitening.

For subsequent shipments in the First Class Club program, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. Refunds are issued when the return is checked in and can take up to 72 hours to process. The shipping, handling, and processing fee are non-refundable.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA must be written on the package in order for credit to be issued. All shipping charges are the responsibility of the customer. Although you can return product from an ongoing First Class Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

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#### **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.**

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Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

#### **Other**

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

#### **Contacting the Web Site**

If you have any questions about the practices of this site or your dealings with this Web site, you can contact [customerservice@FirstClassWhiteningGlobal.com](mailto:customerservice@FirstClassWhiteningGlobal.com) or call us Toll Free at US 1-800-392-3911 / UK 447012962742 with any suggestions! Our Customer Service Team is available 24 hours, 7 days a week.

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